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ABSTRACT

This agreement between the Administration of St. John's University and St John's Chapter of the American Association of University Professors-Faculty Association of St. John's University. Articles of the agreement cover recognition, general relationship between the AAUP-FA and the administration, past practices, professional working conditions, university facilities, salaries, fringe benefits, leaves, retirement age, grievance-arbitration procedures, nondiscrimination, no strike-no lockout, separability, successor clause, the University's program on Staten Island, and duration of agreement. Appendices include certification issued by the New York State Labor Relations Board and definitions. (MJM)

ED 087323

Agreement

between the

Administration of St. John's University, New York

and the

St. John's Chapter of The American Association of University Professors — Faculty Association at St. John's University

HE 005 126

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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AGREEMENT

THIS AGREEMENT is made as of July 1, 1970, by and between the Administration of St. John's University, New York (the "Administration") and the St. John's Chapter of the American Association of University Professors—Faculty Association at St. John's University (the "AAUP-FA").

PREAMBLE

The intent and the purpose of this Agreement are to promote and improve the quality and effectiveness of education at St. John's University, New York (the "University") and to maintain high standards of academic excellence in all phases of instruction at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest, and through the establishment of basic understandings relative to personnel policies, practices and procedures and matters affecting other conditions of employment.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning; that the faculty is particularly qualified to assist in formulating educational policies and developing educational programs; that the University has responsibility to present and make available to the student body the kind and degree of learning that meet the highest standards of higher education; and that these objectives can be materially advanced by conducting uninterrupted courses of study.

Now, therefore, the parties hereto agree as follows:

Article I
Recognition

§1.1 The Administration hereby recognizes the AAUP-FA as the exclusive bargaining representative for all full and regular part-time members of the faculty presently or hereafter employed by the University in the bargaining unit set forth in the certification issued by the New York State Labor Relations Board dated April 22, 1970 (Appendix A; the "faculty").

§1.2 The parties agree that, in the event there is any merger or consolidation with any other educational institution, or an acquisition

of any other educational institution, the faculty members of such other educational institution who become employed by the University shall become members of the certified bargaining unit herein. In the event, however, that such faculty members are members of a collective bargaining unit and a contract for such unit is in effect at the time of such merger, consolidation or acquisition, such faculty members shall not be required to become or remain part of the instant bargaining unit.

§1.3 The foregoing provision shall not apply to any merger or consolidation with Notre Dame College of Staten Island until September of 1971.

Article II
General Relationship Between the AAUP-FA and the Administration

§2.1 This Agreement shall be binding upon and is exclusively between the AAUP-FA and the Administration unless otherwise specified herein. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP-FA and the Administration unless specifically provided herein.

§2.2 This Agreement shall not be construed to repeal, rescind or otherwise modify any of the provisions of the Statutes of the University, as amended, or any future amendments thereto by the Board of Trustees (the "Statutes") which are not in conflict with this Agreement. The provisions of the Statutes which are not in conflict with the provisions of this Agreement shall be assimilated into and made part of any individual contract of employment between a faculty member and the University. In the event of a conflict between the provisions of the Statutes and the terms of this Agreement, the latter shall be controlling.

§2.3 The rights, privileges and obligations of faculty members set forth in this Agreement shall be assimilated into and made part of any individual contract of employment between a faculty member and the University; all such rights, privileges and obligations claimed under such individual contracts of employment shall be enforceable only through the procedures hereinafter set forth in this Agreement or the Statutes, whichever is applicable. In the event of a conflict between the terms of an individual contract and the terms of this Agreement, the latter shall be controlling. This Agreement shall be incorporated by reference in employment contracts issued to faculty

members. All faculty members shall be furnished with a copy of this Agreement by the Administration.

§2.4 The Administration, in adopting the 1966 *Statement on Government of Colleges and Universities* of the American Association of University Professors, has stated that the University "does 'require particular accommodations' contemplated" in that *Statement* for a Catholic university. The AAUP-FA has also adopted that *Statement*. Accordingly, the parties hereby incorporate that *Statement* by reference into this Agreement. The AAUP-FA and the Administration, by such incorporation of that *Statement*, have recognized and hereby continue to recognize the desirability of participation by the faculty in various areas specified therein as well as the desirability of generally resting final authority in the Administration, as specified therein. To these ends, the parties agree that all the rights, powers and authority of the Administration which have not been abridged or modified by this Agreement are retained by the Administration. The existence and right to exercise such powers and authority shall not be subject to the grievance-arbitration procedures set forth in this Agreement, but any claim of arbitrary, unreasonable or discriminatory exercise of such powers and authority relating to the terms and conditions of employment, or the failure to act in accordance with the aforementioned *Statement*, shall be subject to such grievance-arbitration procedures.

§2.5 The presently constituted organizations within the University (e.g., the University Senate, faculty councils, departmental personnel and budget committees, etc.) or any other or similar body composed in whole or in part of the faculty, shall continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind or otherwise modify the terms and conditions of this Agreement.

§2.6 Nothing contained in this Agreement shall be construed to limit the freedom of the Administration to recognize and deal with external educational associations; accrediting agencies; and professional organizations, such as the national office of the American Association of University Professors, provided, however, that such recognition or dealing shall not repeal, rescind or otherwise modify the terms and conditions of this Agreement.

Article III

Past Practices

§3.1 The parties agree to continue all practices of the Administration which are currently adhered to by the Administration, provided, however, that such practices are not in conflict with the provisions of this Agreement. In the event of such a conflict, the terms of this Agreement shall be controlling.

§3.2 As used in this Agreement, the term "practices of the Administration" refers to those practices of the Office of the President, the Offices of the Vice Presidents and the Offices of the Deans, based upon written policies of the Board of Trustees and the University Senate.

Article IV

Professional Working Conditions

§4.1 *Academic Rank and Qualifications*

§4.1.1 Ranks for full-time faculty members are Professor, Associate Professor, Assistant Professor, Instructor and Lecturer.

§4.1.2 Ranks for part-time faculty members are Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor, Adjunct Instructor and Adjunct Lecturer.

§4.1.3 The qualifications for the above ranks shall be those set forth in Article 29 of the Statutes except that the Administration may, after recommendation of the University Senate, modify the requirements for the rank of Instructor.

§4.1.4 Commencing with the Spring semester of the 1970-1971 academic year, no new appointments shall be made in the ranks of Lecturer and Adjunct Lecturer. Persons currently employed in said ranks may be granted reappointments within the limits prescribed in Section 29.10 of the Statutes.

§4.1.5 Full-time faculty members who presently hold the rank of Lecturer shall be entitled to vote in faculty elections.

§4.2 *Faculty Appointments*

Commencing with the Spring semester of the 1970-1971 academic year, the initial decision on appointments of new full-time faculty members shall be made by the departmental personnel and budget committee in accordance with present practices; the initial decision on appointments of new adjunct faculty members shall be made in accordance with present practices. No appointment shall be rejected by an administrative officer without reason being supplied, in writing, to the departmental personnel and budget committee. Except as provided in the 1966 *Statement on Government of Colleges and Universities* of the American Association of University Professors, no full-time faculty member will be appointed without the approval of the appropriate departmental personnel and budget committee.

§4.3 *Academic Freedom*

The parties incorporate herein by reference the 1940 *Statement of Principles on Academic Freedom and Tenure* of the American Association of University Professors in accordance with the endorsement of the Board of Trustees of the University on January 15, 1968.

§4.4 *Tenure and Promotion*

§4.4.1 All of the provisions of the Statutes presently in effect relating to tenure and promotion remain in full force and effect with the following modifications:

A. General

1. School and College committees which have heretofore been known as Personnel and Budget Committees shall hereafter be known as Personnel Committees to be comprised of membership as described below.

2. Departmental representation shall be rotated annually on the Personnel Committee of the School of Education, the College of Business Administration and the School of General Studies, respectively.

3. In the event all of the members of a department shall fail to qualify or decline to serve as members of the School or College Personnel Committee, there shall be a school-wide election to elect a tenured faculty member for that Committee.

4. Departmental chairmen are entitled to one vote which, if exercised, must be used on the departmental level.

5. Departmental chairmen are ineligible for membership on the School or College Personnel Committee, with the exception of the Chairman of the discipline involved, who presents the cases and is a non-voting participant.

6. When the departmental chairman has voted as a member of the minority on the departmental Personnel and Budget Committee, a member of the majority shall present the case on the School or College Personnel Committee, but shall not vote on the School or College Personnel Committee. The departmental chairman remains as a non-voting, *ex officio*, participant of the School or College Personnel Committee for all presentations involving his department.

7. No elected faculty member may serve simultaneously as a member of more than one of the following three committees: the Departmental Personnel and Budget Committee, the School or College Personnel Committee or the University Personnel Committee.

8. Elected faculty members shall serve for one year on the School or College Personnel Committees or on the University Personnel Committee.

9. Faculty members shall be elected to School or College Personnel Committees and to the University Personnel Committee during the Spring semester of each academic year after departmental chairmen and members of the Departmental Personnel and Budget Committees have been elected. Faculty members elected to School or College Personnel Committees and to the University Personnel Committee shall serve from September 1 to August 31 of the academic year immediately following their election.

10. In the event all of the members of a school or college fail to qualify or decline to serve as members of the University Personnel Committee, there shall be a university-wide election to elect a tenured faculty member for that Committee.

11. Vacancies of elected members, whether temporary or permanent, shall be filled in the same manner.

B. Departmental Personnel and Budget Committees

1. Personnel and Budget Committees shall be established in all departments of the following schools and colleges: Colleges of Liberal Arts and Sciences; School of Education; School of General Studies; College of Business Administration; and, if feasible, in the College of Pharmacy.

2. Each departmental Personnel and Budget Committee in the schools and colleges set forth in B(1)* shall consist of no fewer than three and no more than five faculty members having tenure, including the departmental chairman as chairman of the Committee. Where there are fewer than three tenured faculty members, the faculty member's application for promotion and tenure shall be submitted to the School or College Personnel Committee for initial consideration and vote. Under such circumstances the School or College Personnel Committee shall solicit recommendations from the department.

3. Membership on the departmental Personnel and Budget Committee shall be for a three year term coinciding with the term of the chairman of the department. In the event the chairman has an unexpired term of less than three years, membership on the Committee shall expire with such chairman's term of office.

C. School or College Personnel Committees

1. *School of Education*

The Personnel Committee of the School of Education shall consist of the dean as chairman and four elected tenured faculty members who are non-chairmen. Ordinarily, each department must be represented before any department may have two members on the Committee.

2. *School of General Studies*

Commencing with the Fall semester of the 1971-1972 academic year, the Personnel Committee of the School of General Studies shall consist of the dean as chairman and three elected tenured faculty members who are non-chairmen with no more than one such faculty member from a particular division. Prior to the Fall semester of the 1971-1972 academic year, the Personnel Committee of the School of General Studies shall remain as presently constituted.

3. *College of Business Administration*

The Personnel Committee of the College of Business Administration shall consist of the dean as chairman and three elected tenured faculty members who are non-chairmen, of whom at least two shall have the rank of professor or associate professor with no more than one such faculty member from any one department.

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* Except as otherwise provided, all references are to articles or sections of this Agreement.

4. *Colleges of Liberal Arts and Sciences*

The Personnel Committee of the Colleges of Liberal Arts and Sciences shall consist of the dean of St. John's College, the dean of the Graduate School of Arts and Sciences, and four elected tenured faculty members who are non-chairmen, of whom at least three shall have the rank of professor or associate professor. One faculty member shall be elected from each of the four departmental groupings listed below:

I. Biology
Chemistry
Mathematics
Physics

II. Classical Languages
English
Library Science
Modern Foreign Languages

III. Center of Asian Studies
Fine Arts
History
Political Science
Speech and Theatre

IV. Philosophy
Psychology
Sociology and Anthropology
Theology

Membership on the Personnel Committee of St. John's College may not reside in the same department for two successive years.

The dean of St. John's College and the dean of the Graduate School of Arts and Sciences are entitled to one vote which must be cast at the college level by the dean not chairing the meeting. The chairmanship of the Committee shall alternate between the dean of St. John's College and the dean of the Graduate School of Arts and Sciences depending upon the graduate or undergraduate status of the faculty member whose case is being considered by the Committee. The dean of St. John's College shall serve as chairman if the faculty member is primarily involved in graduate teaching; the dean of the Graduate School of Arts and Sciences shall serve as chairman if the faculty member is primarily involved in undergraduate teaching. The Committee shall resolve any problems regarding a faculty member's graduate or undergraduate status.

5. *College of Pharmacy*

Commencing with the Fall semester of the 1971-1972 academic year, the Personnel Committee of the College of Pharmacy shall consist of the dean as chairman and four elected tenured faculty members who are non-chairmen. Prior to the Fall semester of the 1971-1972 academic year, the Personnel Committee of the College of Pharmacy shall remain as presently constituted.

D. The University Personnel Committee

The University Personnel Committee shall consist of the chief academic officer, the secretary of the University, the vice president for business affairs, the dean of St. John's College, the dean of the Graduate School of Arts and Sciences, the dean of the College of Business Administration, the dean of the Law School, the dean of the College of Pharmacy, the dean of the School of General Studies, the dean of the School of Education, and seven elected tenured faculty members with the rank of professor or associate professor, of whom three shall be elected by and from the Liberal Arts faculty, with no more than two members from any one department, and one member by and from each of the other schools or colleges, not including the School of Law.

With respect to the University Personnel Committee, the following provisions obtain:

1. The chief academic officer shall serve as chairman and shall cast a vote only to break a tie.

2. The dean of the school or college involved must disqualify himself from voting since he will have cast his vote on the school or college level.

3. In the event the case of a non-Liberal Arts faculty member is being considered, the dean of St. John's College and the dean of the Graduate School of Arts and Sciences are entitled to one vote, to be exercised in accordance with their mutual agreement.

4. In the event the case of a Liberal Arts faculty member is being considered, the dean of St. John's College and the dean of the Graduate School of Arts and Sciences are precluded from exercising their vote.

5. The principle of voting parity shall be preserved under any changed circumstances.

§4.5 ***Selection of Deans***

§4.5.1 Whenever a vacancy occurs in the post of academic dean, as defined in Section 8.1.1 of the Statutes, of any of the schools or colleges, a search committee composed of four tenured faculty members of the particular school or college in which the vacancy exists shall be elected by its faculty and shall be chaired by the chief academic officer, with vote. The search committee, by majority vote, shall submit to the President the names of no fewer than three candidates, together with its recommendation for appropriate faculty rank and

tenure, which candidates shall fulfill such qualifications for the office of the deanship involved as provided for in the Statutes. If the President accepts one or more names, he shall then submit same to the Board of Trustees for consideration and final action. If the President rejects all the names so submitted, he shall state his reasons in writing and request the committee to continue its search. If the Board of Trustees rejects all the names so submitted by the President, it shall state its reasons in writing and request the committee to continue its search.

§4.5.2 The foregoing procedure shall continue until the search committee submits a candidate acceptable to the President and the Board of Trustees of the University.

§4.6 *Teaching Load and Scheduling of Courses*

§4.6.1 Excluding the School of General Studies, the maximum teaching load per semester is twelve semester hours of credit or its equivalent on the undergraduate level, or nine semester hours of credit or its equivalent on the graduate level. The maximum teaching load per semester in the School of General Studies is fifteen semester hours of credit or its equivalent. A faculty member assigned a combination of graduate and undergraduate teaching shall not exceed the equivalent of twelve undergraduate semester hours of credit, in which case three graduate semester hours of credit are considered equivalent to four undergraduate semester hours of credit.

§4.6.2 Present practices with regard to science laboratory courses shall be followed.

§4.6.3 The teaching load during any semester may, by mutual agreement between the faculty member and the departmental chairman, and with the approval of the dean, exceed the maximum teaching load per semester as stated above. In the event the dean rejects any such mutual agreement, he shall state his reasons therefor in writing and in the absence of any further recommendation by the chairman, the decision of the dean shall be determining. Any semester hour of credit in excess of the maximum load per semester shall be compensated on the following basis, whichever is higher:

(a) 1/36th of the faculty member's contract salary for the then current academic year; or

(b) the 1969 summer session rate, applicable to the faculty member's rank.

Such excess shall not exceed by more than one course the established maximum teaching load per semester.

§4.6.4 It is recognized by the parties that faculty members, in addition to their teaching assignments, have other professional responsibilities. Such professional responsibilities shall be evaluated and defined by the Faculty Responsibilities Committee composed of one member appointed by the President of the St. John's Chapter of the American Association of University Professors, one member appointed by the President of the Faculty Association at St. John's University and two members appointed by the President of the University. This Committee shall make its recommendations to the President of the University and terminate its responsibilities by January of 1972. Should the President, for compelling reasons, reject any of the recommendations submitted to him, he shall so notify the Committee in writing, stating his reasons therefor. The Committee shall reconsider its recommendations in light of the President's reasons and shall present its revised recommendations, if any, to the President within two weeks of its receipt of the President's objection. Any reasonable decision by the President shall be determining.

§4.6.5 The normal office-hour responsibility of a faculty member in a school or college other than the School of General Studies shall be two posted office hours per week per semester. In the School of General Studies the normal office-hour responsibility of a faculty member shall be four posted office hours per week per semester. Office hours shall be scheduled by the faculty member in consultation with the departmental chairman.

§4.6.6 After discussion between the faculty member and his departmental chairman, the assignment of courses, their time and campus location, shall be made by the departmental chairman in conjunction with the departmental personnel and budget committee, where practicable, and thereafter discussed between the chairman and the dean. In the event the dean rejects any such original recommendation, he shall state his reasons therefor in writing and the departmental chairman, in conjunction with the departmental personnel and budget committee, where practicable, shall submit further recommendations to the dean. Any reasonable change by the dean shall be determining.

§4.6.7 Changes in a faculty member's program may be made in accordance with section 4.6.6 if emergencies arise. Whenever the necessary changes due to emergencies are made, every effort shall

be made to consult with the affected faculty member in the interest of arriving at the best solution for all concerned.

§4.7 *Work Week for Professional Librarians*

The standard work week for professional librarians shall be five days. Any professional librarian who works either in excess of the five day work week or on official University holidays shall receive compensatory time off. Such compensatory time off shall be determined by mutual agreement by the Director of the Libraries and the librarian involved and shall be taken within three weeks of the time such services were performed.

§4.8 *Instructional Preparations*

§4.8.1 Commencing with the Spring semester of the 1970-1971 academic year, the number of instructional preparations for different courses each semester shall not exceed three except that, with the permission of the faculty member, the number may be four in any particular semester, provided that there shall not be more than a total of six instructional preparations in any two successive semesters.

§4.8.2 All instructional preparations for different sections of the same course during a semester shall be deemed a single instructional preparation.

§4.9 *Aid for the School of General Studies*

In the School of General Studies, a faculty member with a total student load of over 225 may request from the dean of that School, assistance for grading. Any denial of such assistance shall be made in writing, stating the reasons for such refusal.

§4.10 *Reduced Teaching Load for Members of the AAUP-FA Grievance Committee and Bargaining Committee*

§4.10.1 The Administration shall grant to each of the six members of the faculty designated by the AAUP-FA as the members of the AAUP-FA Grievance Committee, a teaching reduction of one three semester hour course per semester.

§4.10.2 The Administration shall grant, during the last semester of this Agreement, to each of the six faculty members designated by the AAUP-FA as the members of the AAUP-FA Bargaining Committee, a teaching reduction of one three semester hour course. If a faculty member serves on both the Grievance and Bargaining Committee during said last semester of this Agreement, he shall be

entitled to a teaching reduction of two three semester hour courses for that semester.

§4.10.3 No such teaching reduction shall be deemed to change the status of a full-time faculty member.

§4.10.4 The names of the members of the Grievance Committee and of the Bargaining Committee shall be made known by the Presidents of the St. John's Chapter of the American Association of University Professors and the Faculty Association at St. John's University to the dean of the school or college to which the faculty members are assigned at least six weeks prior to the commencement of the semester for which the teaching reduction is requested.

§4.11 *Adjunct Faculty*

§4.11.1 Commencing with the 1971-1972 academic year, the adjunct faculty in any school or college of the University shall not comprise more than fifty per cent of the teaching faculty of such school or college of the University.

§4.11.2 The provisions of the following articles and/or sections of this Agreement do not apply to adjunct faculty members:

Article IV (except §4.1.2, §4.1.3, §4.1.4, §4.3, §4.11, §4.12 and §4.18.1a)

Article VI (except §6.2, §6.4)

Article VII

Article VIII

Article IX

§4.12 *Teaching Load of Adjunct Faculty Members*

Commencing with the Spring semester of the 1970-1971 academic year, no adjunct faculty member shall teach more than six semester hours of credit on the graduate or undergraduate level.

§4.13 *Academic Work Year*

§4.13.1 There shall be established a Calendar Committee which shall be a standing committee composed of eight members whose function it will be to establish and consider revisions of the academic calendar or calendars. The committee shall be composed of two persons appointed by the President of the University, two persons appointed by the President of the St. John's Chapter of the American Association of University Professors, two persons appointed by the

President of the Faculty Association at St. John's University, and two persons appointed by and from the respective student governments. The Chairman of the committee shall be elected by and from the membership of the committee. The committee shall report to the President of the University with its calendar recommendations for the succeeding academic year not later than October 1.

§4.13.2 Should the President, for compelling reasons, reject any of the recommendations submitted to him, he shall so notify the committee in writing, stating his reasons therefor. The committee shall reconsider its recommendations in light of the President's reasons and shall present its revised recommendations, if any, to the President within two weeks of its receipt of the President's objection. Any reasonable decision by the President shall be determining.

§4.14 *Exclusions From Work Year*

Attendance of faculty members at Commencement exercises, convocations and other similar University sponsored functions is voluntary.

§4.15 *Inter-Campus Travel*

Commencing with the Spring semester of the 1970-1971 academic year, in no instance shall a faculty member be compelled to teach on more than one campus of the University on the same day.

§4.16 *Personnel Files*

§4.16.1 The University shall maintain two categories of personnel files for each faculty member:

(a) There shall be a pre-employment file which shall contain all materials requested or received by the University from persons other than the applicant in connection with the faculty member's original employment. The pre-employment file shall be available neither to the faculty member nor to the committees and individuals responsible for the review and recommendation of the faculty member with respect to reappointment, promotion or tenure.

(b) There shall be an official category of personnel files which may be maintained by the department and/or the school or college and/or the chief academic officer. It shall be the only category of files which shall be available to the committees and individuals responsible for the review and recommendation of the faculty member with respect to reappointment, promotion or tenure. It shall include but not be limited to the following:

(i) Information relating to the faculty member's academic and professional accomplishments submitted by the faculty member or placed in his file at his request.

(ii) Memoranda of discussion between faculty members and departmental chairmen or administrators relating to evaluations of his professional performance. Copies of such memoranda shall be sent to the faculty member involved.

(iii) Personnel information other than that referred to in paragraph (a) above. With regard to such information, reasonable notice shall be given to the faculty member that such material has been placed in his file.

§4.16.2 The personnel file or files described in paragraph 1(b) above, shall be available for examination by the faculty member who shall be entitled to review such personnel file or files at reasonable hours upon written request. In addition, the faculty member may, for a reasonable charge for copies, make or obtain copies of said file or files. If the person in charge of said file or files does not approve the removal thereof for the purpose of making such copies, such copies shall be made for the faculty member, for a reasonable charge for copies, and within five school days after receipt of a written request from him.

§4.17 *Reduction or Elimination of Programs*

The Administration may abolish programs and reduce the size of the faculty in a particular program, provided that (a) it consults with the faculty in accordance with the 1966 *Statement on Government of Colleges and Universities* and (b) it follows the provisions of Section 4.18 hereof.

§4.18 *Retention of Employment*

§4.18.1 In the event of a need to reduce the size of the faculty because of bona fide financial exigency, or to eliminate or curtail programs or courses of instruction, reduction of the faculty shall be on the following basis:

(a) Reduction shall first take place among adjunct faculty members, then superannuated faculty members, then non-tenured faculty members in the department affected. The controlling factors in these reductions shall be on the basis of worth to the department and to the University, and the procedure to determine such worth shall be in accordance with the procedures set forth in Section 4.4 [Tenure and Promotion].

(b) Reduction shall then take place among tenured faculty members in the department affected and shall be on the basis of a combination of seniority and worth to the department and to the University. The procedure to determine retention or reduction shall be in accordance with the procedures set forth in Section 4.4 [Tenure and Promotion].

(c) Prior to the termination of employment of any tenured faculty member, an effort shall be made to place said faculty member first in another department of the school or college of which he is a member and then in another school or college of the University (other than the School of Law) provided that said faculty member can be assigned courses which he is academically qualified to teach in another department and/or another school or college and provided that no tenured faculty member in the other department and/or other school or college shall be terminated as a result thereof.

(d) The method of implementing the relocation of a tenured faculty member under this section shall be as follows:

1. Within the times provided for in Section 4.18.9 hereof, the Administration shall give termination notice to the faculty member involved and inquire whether such faculty member desires the Administration to exercise its best efforts to relocate him.

2. Within seven days after receipt of such notice of termination, the faculty member shall reply to the chief academic officer setting forth his educational background and stating where he feels qualified to teach and can make a worthwhile contribution within the University.

3. Within seven days after receipt of the faculty member's reply, the chief academic officer shall transmit the request to the dean of the school or college to which the faculty member requests that he be assigned.

4. Within two weeks after receipt of the transmittal, the dean shall convene a meeting of the school or college Personnel Committee. Prior to the meeting, the members of the school or college Personnel Committee shall consult with the members of the department where retention is sought to ascertain whether the incoming faculty member is qualified in that discipline. The school or college Personnel Committee shall then schedule a hearing within two weeks after its initial meeting. At the hearing a representative of the subject department may attend as a consultant, without vote. If a member of the school or college Personnel Committee is also

a member of the department where retention is sought, he shall not vote on the retention. If the consensus of the incoming department supports the faculty member's qualifications and the school or college Personnel Committee, by a majority vote, approves his retention, the decision shall be transmitted to the President for final action by the Board of Trustees. If the consensus of the incoming department rejects the faculty member's qualifications and the school or college Personnel Committee, by a majority vote, approves the faculty member's retention, the matter shall be submitted to the University Personnel Committee.

5. If the Personnel Committee of the incoming school or college, by a majority vote, disapproves retention of the incoming faculty member, the request shall, within two weeks, be submitted to the University Personnel Committee for review and decision. If retention is again disapproved by a majority vote, the rejection shall be deemed final.

6. If the University Personnel Committee, by a majority vote, affirms the retention of the faculty member, the issue of retention shall be submitted, within two weeks, to the President for transmittal to the Board of Trustees for final review and decision.

§4.18.2 Should the program or position which is being reduced or eliminated be reactivated within the term of this Agreement, the faculty member or members whose services have been terminated pursuant to this Section shall be reinstated, if they so desire, on the basis of seniority. Reasonable notice of any such reinstatement shall be given to the faculty members whose services were terminated pursuant to this section.

§4.18.3 Seniority of a faculty member is based on the date he commenced continuous full-time employment in his department at the University. Faculty members who were employed by the University prior to the creation of transverse departments shall have their seniority measured on a university-wide basis. Seniority acquired during academic appointment shall remain in effect and continue during any period of time such faculty member, while retaining his faculty status, assumes an administrative position at the University and be credited in full if he thereafter returns to the bargaining unit. Conflicts of seniority among faculty members with the same commencement date of full-time employment in the department shall be resolved by earlier dates of full-time employment at the Uni-

versity, part-time employment at the University or date of letter of appointment to the University, in that order.

§4.18.4 Faculty members who are relocated to teach at the Staten Island campus shall retain their seniority as though no relocation had occurred.

§4.18.5 A faculty member whose employment was interrupted by military service in order to fulfill a military obligation and who returned to the University immediately after separation from military service, shall be deemed to have continuous employment with the University. Such faculty member's time in military service shall be applied as part of his seniority.

§4.18.6 A faculty member who resigns from the University and subsequently is reemployed by the University shall not be deemed to have continuous employment. Such faculty member shall measure his seniority from the date of reemployment.

§4.18.7 When an individual is originally employed by the University as an administrator with academic status, but his duties are solely administrative, his time and service in his administrative capacity shall not be measured as seniority.

§4.18.8 The time and service of any administrator with academic status employed prior to the date of this Agreement shall be measured and applied as seniority and shall continue to be so measured and applied.

§4.18.9 Written notice of termination of employment for the reasons set forth in section 4.18.1 shall be given to non-tenured faculty members in accordance with the standards of notice for non-reappointment set forth in Article 30 of the Statutes. Tenured faculty members shall receive no less than twelve months' written notice. At the option of the Administration, contract salary may be paid in lieu of such notice.

Article V

University Facilities

§5.1 *Use of University Facilities*

§5.1.1 Duly authorized representatives of the AAUP-FA shall be permitted to transact official AAUP-FA business on University property at all reasonable times, provided that this shall not interfere with

or interrupt normal University operations or other faculty members in the performance of their duties. No faculty member shall engage in AAUP-FA activities during the time he should be performing teaching or other normally assigned University duties.

§5.1.2 The AAUP-FA shall have the right to post notices of its activities and matters of AAUP-FA concern on faculty bulletin boards at the locations hereafter to be agreed upon between the AAUP-FA and the Administration. The AAUP-FA shall be permitted reasonable use of intra-University mail for communication to faculty.

§5.1.3 The Administration shall make available to the AAUP-FA two separate offices. In addition, the AAUP-FA shall be permitted reasonable use of appropriate facilities at the University for its meetings so long as such facilities are available and the AAUP-FA complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

§5.2 *Secretarial Services*

Secretarial services in a department shall be available to faculty members in that department for University business. All requests for such services shall be processed through the departmental chairman who shall determine priorities.

§5.3 *Ancillary Services*

There shall be established a joint committee consisting of equal representation from the Administration, the St. John's Chapter of the American Association of University Professors, and the Faculty Association at St. John's University, whose task it will be to investigate the problems of faculty parking, faculty dining facilities and the University bookstore and suggest to the President of the University, or his designee, ways of correcting existing deficiencies.

Article VI

Salaries

§6.1 *Full-Time Faculty*

§6.1.1 For the 1970-1971 academic year, all full-time faculty members shall receive a contract salary equal to their 1969-1970 contract salary plus 12% of said salary.

§6.1.2 For the 1971-1972 academic year, all full-time faculty members shall receive a contract salary equal to their 1970-1971 contract salary plus 9% of their 1969-1970 contract salary.

§6.1.3 The current salary of any faculty member initially appointed during the 1970-1971 academic year shall be deemed to include the 12% increase referred to in section 6.1.1. The provisions of section 6.1.2 shall apply to such faculty member.

§6.1.4 The initial salary of any faculty member initially appointed during the 1971-1972 academic year shall be deemed to include the 9% increase referred to in section 6.1.2.

§6.2 *Adjunct Faculty*

§6.2.1 For the 1970-1971 academic year, continuing adjunct faculty members shall receive a contract salary equal to their 1969-1970 contract salary plus 5% of said salary.

§6.2.2 For the 1971-1972 academic year, continuing adjunct faculty members shall receive a contract salary equal to their 1970-1971 contract salary plus 5% of their 1969-1970 contract salary.

§6.2.3 The current salary of any adjunct faculty member initially appointed during the 1970-1971 academic year shall be deemed to include the 5% increase referred to in section 6.2.1. The provisions of section 6.2.2 shall apply to such faculty member.

§6.2.4 The initial salary of any adjunct faculty member initially appointed during the 1971-1972 academic year shall be deemed to include the 5% increase referred to in section 6.2.2.

§6.3 *Promotional Increments*

A faculty member who is promoted in rank shall receive a salary increment as follows:

Promotion from Associate to Full Professor	$ 450
Promotion from Assistant to Associate Professor	$ 400
Promotion from Instructor to Assistant Professor	$ 350

§6.4 *Summer Session Compensation*

§6.4.1 *1970 Summer Sessions*

A full-time faculty member who taught in either or both of the 1970 summer sessions shall be granted additional compensation of 2% of the amount received for such 1970 summer teaching.

§6.4.2 *1971 Summer Sessions*

A full-time faculty member who teaches during the 1971 summer sessions shall be compensated for each credit hour so taught at the rate of 1/36th of his 1970-1971 contract salary or the 1969 summer

session rate applicable to the faculty member's rank, whichever is greater.

Any other member of the unit who teaches during the 1971 summer sessions shall be compensated for each credit so taught in accordance with the following schedule:

Adjunct Professor	$ 330.00
Adjunct Associate Professor	$ 286.50
Adjunct Assistant Professor	$ 234.00
Adjunct Instructor	$ 195.00

§6.4.3 The foregoing provisions shall not apply to any person teaching in any summer session who was not a full-time or adjunct member of the faculty of the University during the preceding academic year.

§6.5 *Adjustment Fund*

§6.5.1 For the 1970-1971 academic year, all full-time faculty members who receive an increase pursuant to section 6.1.1 shall receive a contract salary equal to their 1969-1970 contract salary plus 12% of said salary, or $1,000, whichever is greater.

§6.5.2 For the 1971-1972 academic year, all full-time faculty members who receive an increase pursuant to section 6.1.2 shall receive a contract salary equal to their 1970-1971 contract salary plus 9% of their 1969-1970 contract salary, or the following amounts, whichever is greater, according to the following ranks:

Instructor	$ 750
Assistant Professor	$ 1,000
Associate Professor	$ 1,100

Article VII

Fringe Benefits

§7.1 The University shall provide, to full-time faculty members who make application therefor, a TIAA/CREF Retirement Annuity plan, major medical insurance, Blue Cross/Blue Shield, disability insurance and travel insurance, the major provisions of which are outlined generally below.

§7.1.1 *TIAA/CREF Retirement Annuity Plan*

Commencing with the September after the first year of service at the University, faculty members between 30 and 60 years of age

are eligible to join the TIAA/CREF retirement annuity plan. If the faculty member contributes five per cent (5%) of his contract salary, the University shall contribute an amount equal to nine per cent (9%) of the faculty member's contract salary commencing September 1970. The University's contribution shall be increased to ten per cent (10%) commencing September 1971.

§7.1.2 *Major Medical Insurance*

The University provides major medical insurance to the limit of $25,000 on a non-contributory basis after one month of employment.

§7.1.3 *Group Life Insurance*

After one month of employment, the University provides insurance in the amount of $12,500. The faculty member's contribution is $2.00 per month. The University absorbs the rest of the cost, which is approximately two-thirds of the total cost. During the 1971-1972 academic year such group life insurance shall be revised so that the coverage thereunder for each faculty member shall be a derivative of his contract salary to be hereafter determined, the total additional premium cost of such increased coverage, however, shall not exceed $12,000. In no event shall the amount of insurance coverage to be furnished any faculty member be less than $12,500.

§7.1.4 *Blue Cross/Blue Shield*

The University provides a Blue Cross/Blue Shield group contract to the faculty member. The cost of family coverage, over and above the individual cost, must be borne by the insured.

§7.1.5 *Disability Insurance*

The University provides a total disability plan on a non-contributory basis. The plan becomes effective one year from the date of employment.

§7.1.6 *Travel Insurance*

The University provides travel accident insurance containing various benefits of up to $100,000 for death or dismemberment, on a non-contributory basis, for any faculty member who travels for the University on University business, whether locally or long distance. The policy provides 24 hour coverage while in travel status.

§7.1.7 *Supplementary Pension*

In order to provide a more equitable retirement benefit to faculty members who have heretofore contributed to the available retirement plans at the University and who have a minimum of twenty years of service at the University, a Supplementary Pension is provided based on 0.85% of the average salary for the last five years, times the number of years of service, and reduced by the amount of the regular TIAA/CREF or Phoenix Pension Plan annuity.

§7.2 *Tuition Waiver*

The present practices with regard to remission of tuition in undergraduate courses for dependent sons and daughters, as defined by the Internal Revenue Code, of full-time faculty members and faculty members who die or are disabled after completing ten years of continuous service at the University, shall apply to the spouse of such faculty members. Said practices shall also apply to the spouse and/or such dependent sons and daughters of full-time faculty members who retire after completing fifteen years of continuous service at the University.

Article VIII

Leaves

§8.1 *Sabattical Leaves*

§8.1.1 During the 1971-1972 academic year each full-time faculty member who has completed twelve years of continuous service at the University shall be eligible to make application for a sabbatical leave.

§8.1.2 Such application must be made by the March 1st prior to the academic year in which the sabbatical leave is sought and shall first be submitted to the faculty member's departmental Personnel and Budget Committee. Upon approval, the departmental Personnel and Budget Committee shall forward all such applications to the school or college Personnel Committee. Upon receipt of all applications, the school or college Personnel Committee shall make a list of those faculty members who are applying for a sabbatical leave. Such list shall then be submitted to the University Personnel Committee and its decision shall be transmitted to the President for submission to the Board of Trustees. Except as provided below, all decisions to grant sabbatical leaves shall be based upon the applicant's seniority.

§8.1.3 As used herein, the term sabbatical leave shall mean that the faculty member is entitled to full pay for one semester or one-half pay over two consecutive semesters, at the faculty member's request. On

the former option, the faculty member has the right of election as to which semester he shall be on sabbatical. In either case, he shall be paid in equal installments over the time period involved.

§8.1.4 In no event shall the total number of sabbatical leaves granted during the term hereof exceed a total cost to the University of $25,000, less such deductions as heretofore agreed upon by the parties.

§8.1.5 A faculty member whose employment was interrupted by military service in order to fulfill a military obligation and who returned to the University immediately after separation from military service, shall be deemed to have continuous employment with the University. Such faculty member's time in military service shall be applied as part of his seniority.

A faculty member who resigns from the University and subsequently is reemployed shall measure his seniority from the date of reemployment.

§8.1.6 In the event of a conflict, the provisions pertaining to seniority as expressed above, shall not be deemed to vary, alter or modify the measurement and applicability of seniority as defined in any other section of this Agreement.

§8.1.7 The sabbatical leave described herein shall not affect the continuing grant of research leaves as set forth in Section 8.3 hereof.

§8.1.8 When the standard for the granting of a sabbatical leave is met, such leave may be denied solely on the grounds of prior right of other faculty members, specific need of a department during that year, or financial limitations of the University under this Agreement.

§8.1.9 A faculty member on sabbatical leave shall be entitled automatically to any general salary increases, to any increase in the benefits program which shall be granted to the faculty as a whole.

§8.1.10 During the period of the sabbatical leave, the regular, normal deductions from the faculty member's salary shall be made in terms of hospitalization, major medical, insurance, and so on.

§8.2 *Maternity Leaves*

§8.2.1 Faculty members who are pregnant may take a leave of absence without pay prior to the commencement of the semester in which they shall reach the fifth month of pregnancy and shall return to work no later than the semester following two months after the date of delivery.

§8.2.2 Seniority shall accumulate during such leave of absence. If the faculty member desires more than the initial leave of absence, she may do so only after being examined by her family or treating physician, or by some other doctor acceptable to the University and obtaining his certification that additional time off is necessary, and then only for one semester additional at a time. Should the doctor rule that the faculty member is fit to return to work, and she does not do so, she shall lose all seniority.

§8.3 *Research Leaves*

§8.3.1 It is University policy to grant research leaves from instructional and other teacher-related activities when such leaves will result in: (1) the scholarly enrichment and increased professional competence of the faculty member; (2) his increased value to the University; (3) the enhancement of the University's reputation in the academic community.

§8.3.2 A faculty member is eligible to request a research leave when he has completed six full sequential years of instructional service in a given school. One research leave does not preclude a second or third if the time requirement is satisfied. Summer teaching shall not be counted toward the time required to be eligible for a research leave. Hence, twelve continuous semesters of teaching represent the minimum time requirement.

§8.3.3 The intent of this policy is to grant such leaves not to make them difficult to obtain. Accordingly, the department and school will make every reasonable effort to accommodate a qualified faculty member's justified request. In specific instances, it will be the responsibility of the chairman of a given department and the dean of the appropriate school to determine what adjustments can be made to facilitate, when possible, the granting of such leaves.

§8.3.4 The research leave may take either of two forms. The faculty member may be relieved of his duties for one full semester with full pay—Or he may be granted a leave of one complete academic year, with half-pay. In either case, he will be paid in equal installments over the time period involved.

§8.3.5 Such leaves will generally be granted on the basis of rank and tenure of service. In special instances, however, when the return on intellectual investment promises to be exceptional, factors of seniority and rank shall be of secondary importance.

§8.3.6 Since the requirement of six academic years of continuous service, not including summer sessions, represents a minimum, it is not expected that every faculty member will be granted a leave automatically upon completion of this time requirement. It is the duty of the proper Personnel and Budget Committee and dean to determine how many personnel in a given department may be on leave simultaneously.

§8.3.7 *Criteria to Be Met*

(a) It is the intent of this policy that research leaves be devoted to scholarly activities, such as the writing of a book, professional development, or research on a professional project. No leave will be granted for purposes of teaching in another institution; nor will it be granted for mere travel for purely personal reasons.

(b) A faculty member requesting a research leave must file with the appropriate chairman, and ultimately with the dean of the school or college, a complete and precise statement of the purposes of the leave. This statement will include such essentials as the following: (1) the objectives of the leave; (2) the activities to be undertaken; (3) the values to be derived not only for the individual but also for the school or college and/or the University. This statement must be filed two full semesters before the commencement of the leave. Thus, a faculty member desiring to begin his leave of a Fall semester must file his petition during the first month of the preceding Fall semester.

(c) The chairman will forward his recommendation to the dean of the school or college by the end of the semester in which the original request was submitted. Should the chairman disapprove the request, the faculty member shall have the right to appeal to the personnel and budget committee of his department, which in turn will forward its recommendation to the dean. The final decision is subject to the dean's and chief academic officer's approval.

(d) At the completion of the research leave, the faculty member will submit a complete and accurate report on how the time was spent and what desirable results were achieved. Copies of this accountability report will be forwarded to the departmental chairman, the dean and the chief academic officer of the University within three months after the faculty member again resumes his teaching assignments.

(e) The faculty member obligates himself to remain in the employ of the University for a minimum of one year after the completion of his research leave.

(f) A faculty member on a research leave shall be entitled automatically to any general salary increases, to any increase in the benefits program which shall be granted the faculty as a whole.

(g) During the period of the research leave, the regular, normal deductions from the faculty member's salary shall be made in terms of hospitalization, major medical, insurance, and so on.

Article IX

Retirement Age

§9.1 A faculty member shall retire at the end of the year commencing September 1 and ending the following August 31 in which he shall attain his 65th birthday.*

§9.2 The eligible retiree may continue teaching on annual appointment on either a full-time or part-time basis under the following conditions:

(a) He is in good health and is capable of performing his normal duties.

(b) There is need for his continuing services as determined by his departmental Personnel and Budget Committee.

(c) He submits a written application to his departmental chairman with copy to his dean at least six months before his retirement would become effective.

(d) His application is passed upon by his departmental Personnel and Budget Committee. A majority vote shall be controlling. Whether the majority vote is in the affirmative or negative, the application shall proceed to the following step.

(e) The application is then submitted to the school or college Personnel Committee. Again a majority vote shall be controlling.

(f) If the majority vote is affirmative on both levels, the application is transmitted to the President of the University for final action by the Board of Trustees. If the majority vote is negative on both levels, the application will be deemed rejected. If there is any combination of an affirmative and a negative vote on these two levels, the application shall be submitted to the University Personnel Com-

* For the purpose of this contract, the 65th birthday is deemed to be on the date usually celebrated as his birthday.

mittee for its determination and, if approved, shall be transmitted to the President of the University for final action by the Board of Trustees; and, if disapproved, the action of the University Personnel Committee shall be controlling.

(g) Each year the faculty member shall submit anew his application to continue teaching.

(h) During such years of full-time continued service, the faculty member involved shall be entitled to the continuation of all fringe benefits, with appropriate deductions being made therefor.

Article X

Grievance-Arbitration Procedures

§10.1 *Intent*

The Administration and the AAUP-FA recognize and endorse the importance of adjusting grievances properly without fear of prejudice or reprisal. Accordingly, the Administration and the AAUP-FA agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances, as hereinafter defined. The orderly processes hereinafter set forth shall be the sole method for the resolution of all complaints and grievances.

§10.2 *Definitions and Exclusions*

§10.2.1 A grievance is defined as an allegation by a faculty member, a group of faculty members, or the AAUP-FA that there has been (a) a breach, misinterpretation or improper application of the terms of this Agreement; or (b) an arbitrary or discriminatory application of or a failure to act pursuant to this Agreement, the Statutes, and practices of the Administration, related to the terms and conditions of employment.

§10.2.2 The term "grievance" shall not include:

(a) Complaints relating to the merits of the "Removal or Suspension" of faculty members which matters are governed exclusively by Articles 35-40 of the Statutes;

(b) Complaints relating to the merits of appointment, reappointment, promotion, academic freedom and tenure which matters are governed by the Statutes and practices of the Administration;

(c) Complaints by a departmental chairman on his own behalf exclusively concerning his administrative duties;

(d) Complaints relating to the provisions of Article XI [Non-Discrimination];

(e) Any other complaint which is not a grievance as defined above.

§10.2.3 A grievance, with the exception of grievances when presented to a departmental chairman, must be stated in writing setting forth the basis therefor, and the remedy requested. Grievances may be filed by a faculty member personally on his behalf, or by the AAUP-FA on its behalf, or by the AAUP-FA at the request of a faculty member on his behalf.

§10.3 *Step I—Departmental, School or College Level—Grievances by a Faculty Member or the AAUP-FA*

§10.3.1 Grievances which may be processed under Step I of the grievance procedure are as follows:

(A) *Grievances by or on behalf of a faculty member.*

A faculty member may present a grievance in his own behalf, or, at his request, a grievance may be presented in his behalf by the AAUP-FA, not later than ten (10) school days following the faculty member's knowledge of the act, event or the commencement of the condition which is the basis of the grievance.

In the event that a faculty member presents the grievance on his own, the AAUP-FA shall be entitled to representation at any hearing and any adjustment of the grievance shall not be inconsistent with the terms of this Agreement.

1. *Informal Presentation*

(a) When the grievance concerns a matter which is within the authority of the chairman of the department to which the faculty member belongs, it shall first be considered by the departmental chairman. The chairman shall communicate his decision to the dean and all other persons concerned as promptly as possible but not later than five (5) school days after the grievance has been presented to him. While oral presentation to departmental chairmen and informal settlement of grievances are encouraged, the departmental chairman may request, in writing, that a written grievance be presented to him. Within five (5) school days after receipt of such request, the faculty member shall comply with that request. In the event the grievance is in writing, the chairman's decision shall likewise be in writing.

(b) Any settlement, withdrawal or other disposition of a grievance by a departmental chairman shall not constitute a binding precedent in the disposition of similar grievances.

2. *Formal Presentation*

(a) When the grievance concerns a matter which is within the authority of the dean to whose school or college the faculty member is assigned (and which is not within the authority of the departmental chairman) it shall be first presented to the dean. The dean shall communicate his written decision to all persons concerned as promptly as possible but not later than seven (7) school days after presentation of the grievance.

(b) An appeal from a decision on a grievance which had been presented to a departmental chairman may be taken to the dean of the appropriate school or college within seven (7) school days after the decision of the departmental chairman. The appeal shall be in writing and duly signed by the faculty member and shall specifically state the act or condition and the grounds on which the grievance is based and the reasons the disposition of the grievance is unsatisfactory. The dean shall communicate his written decision to all persons concerned as promptly as possible but not later than seven (7) school days after the appeal.

(B) *Grievances by the AAUP-FA.*

Grievances by the AAUP-FA at the school or college level shall be served against the dean and shall be handled in the same manner, by the same steps and timetable, as set forth in provisions of Step I relating to formal grievances by or on behalf of a faculty member. Grievances by the AAUP-FA on its own behalf shall be presented to the dean within ten (10) school days following the time that any member of the Grievance Committee of the AAUP-FA knows or reasonably should have known of the act, event, or commencement of the condition which is the basis of the grievance. The dean shall communicate his written decision to the President of the St. John's Chapter of the American Association of University Professors and to the President of the Faculty Association at St. John's University within seven (7) school days after receipt of such grievance.

§10.4 *Step II—Central Level—Appeals and Central Grievances by the AAUP-FA*

§10.4.1 Grievances which may be processed at Step II of this grievance procedure are as follows:

(A) *Appeals from decisions of a dean which have been processed in accordance with Step I of the grievance procedure.* Such appeals shall be presented to the President or his designee within ten (10) school days after the delivery of an adverse decision. The appeal shall be in writing and duly signed by the faculty member or the AAUP-FA and shall state specifically the act or condition and the grounds on which the grievance is based and the reasons the disposition of the grievance is unsatisfactory. The President or his designee shall communicate his written decision to the President of the St. John's Chapter of the American Association of University Professors and to the President of the Faculty Association at St. John's University (and where applicable to the aggrieved faculty member) within ten (10) school days after receipt of such appeal.

(B) *Grievances involving more than a single school or college.* Such grievances shall be presented to the President or his designee by the AAUP-FA within thirty (30) school days following the time that any member of the Grievance Committee of the AAUP-FA knows or reasonably should have known of the act, event, or commencement of the condition which is the basis of the grievance. The President or his designee shall communicate his written decision to the President of the St. John's Chapter of the American Association of University Professors and to the President of the Faculty Association at St. John's University within ten (10) school days after receipt of such grievance.

§10.5 *Step III—Arbitration—By the Administration or AAUP-FA*

§10.5.1 Any grievance which has not been resolved at Step II of the grievance procedure may be submitted to arbitration by the AAUP-FA within twenty (20) school days of receipt of an adverse decision in Step II. Any demand for arbitration shall be in writing, shall specify the issue in detail, shall be sent by certified mail to the President of the University, and shall be sent to the New York City office of the American Arbitration Association. An arbitrator shall be chosen pursuant to the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

§10.5.2 The arbitrator's fees and other expenses of arbitration shall be shared equally by the parties. Expenses of witnesses shall be borne by the party who calls them.

§10.5.3 Except as otherwise provided herein, arbitration shall take place in accordance with the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

§10.5.4 The decision of the arbitrator shall be accepted in good faith as final and binding upon the parties. The Administration and the AAUP-FA agree that all arbitration awards shall fully and immediately be complied with. If an arbitration award is questioned, it shall nevertheless be complied with subject to future adjudication but shall not be rendered moot by such compliance, provided, however, that any monetary award may be placed in escrow for a reasonable time pending such adjudication and the results thereof.

§10.5.5 The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision contrary to, or inconsistent with, or adding to, or subtracting from, or amending, or modifying or varying in any way, the terms of this Agreement or the Statutes or practices of the Administration; this limitation, however, shall not prohibit the arbitrator from upholding the terms of this Agreement if the same conflicts with any such Statutes or practices of the Administration.

§10.5.6 Whenever there is a claim of a violation of Article XII or XV herein, either party may immediately submit the matter to arbitration with a hearing scheduled within seventy-two (72) hours after receipt of notice by the American Arbitration Association. It is agreed that either party may request the American Arbitration Association to submit to both parties, by telephone or telegram, a list of five arbitrators who are available for an immediate hearing. If the parties fail to agree on an arbitrator within forty-eight (48) hours of knowledge of such list, the American Arbitration Association shall select the arbitrator. Knowledge of such list by the AAUP-FA shall be deemed adequate if so communicated to either the President of the St. John's Chapter of the American Association of University Professors or the President of the Faculty Association at St. John's University. The parties shall request the arbitrator to issue the award within forty-eight (48) hours after the conclusion of the hearing.

§10.6 *General Provisions as to Grievance and Arbitration*

§10.6.1 At any formal stage in the grievance procedure, the grieving party may elect in writing to have a hearing.

§10.6.2 The filing or pendency of any grievance under the provisions of this Article shall not prevent the Administration and its representatives from taking the action complained of, subject however, to the final decision on the grievance.

§10.6.3 Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in the grievance procedure may be extended in any specific instance only by mutual written agreement.

§10.6.4 Wherever written grievances, answers, decisions or appeals are required by the formal grievance procedure, they shall be served by certified mail upon (a) the dean or the President at their campus offices; (b) the President of the St. John's Chapter of the American Association of University Professors and the President of the Faculty Association at St. John's University, at the addresses designated by them respectively, provided, however, that service shall be deemed adequate if received by either of said Presidents; (c) to a faculty member at the home address on record with the University. Where service is so made by certified mail, it shall be deemed complete and the document so served shall be deemed to have been received three (3) days after mailing. Personal service, duly receipted, shall also be adequate service and may be used in lieu of service by mail.

Article XI

Non-Discrimination

Nothing contained in this Agreement shall prevent any faculty member from bringing before any governmental administrative agency any complaint regarding discrimination with regard to race, creed, color, national origin, age, sex or marital status.

Article XII

No Strike—No Lock-Out

§12.1 The AAUP-FA and the Administration subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP-FA, therefore, agrees that during the term of this Agreement, it shall not instigate, engage in,

support, encourage or condone any strike, work stoppage, or other concerted refusal to perform work by any of the faculty members covered by this Agreement. This section, if violated, may, in the sole discretion of the Administration, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

§12.2 The Administration agrees that during the term of this Agreement it shall not lock-out any or all of the faculty members covered by this Agreement. This section, if violated, may, in the sole discretion of the AAUP-FA be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

Article XIII

Separability

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

Article XIV

Successor Clause

During the term of this Agreement, the terms and conditions of this Agreement, including but not limited to the provisions of Article IV, Sections 4.17 [Reduction or Elimination of Programs] and 4.18 [Retention of Employment] shall be binding on the successors, assigns, transferees, etc. of the University.

Article XV

The University's Operation on Staten Island

The parties are fully aware of a consolidation between the University and Notre Dame College of Staten Island and have agreed that the terms and conditions set forth in this Agreement will be applicable to the University's operation at Notre Dame College of Staten Island only after September 1, 1971. In the event, however, that any term or condition of this Agreement would not appropriately apply thereafter to the University's operation at Notre Dame College of Staten Island, the parties, upon written request from either party, agree to promptly reopen this Agreement for the purpose of agreeing upon such additional terms. In no event, however, shall this section or any other section of this Agreement be deemed to permit any reopener on any matter relating to compensation or monetary items, including any matters set forth in Article VI and Article VII of this Agreement. If this Agreement is so reopened, the remaining provisions of this Agreement, including the No-Strike and No Lock-Out clause, shall in any event continue to be binding upon the parties hereto. Any notice of such reopener shall state what provisions will be negotiated, the substance of the rights affected and the substance of the proposed amended provisions. The Administration and the AAUP-FA shall enter into such negotiations as are required within ten (10) school days after receipt of such notice.

Article XVI

Duration of Agreement

§16.1 This Agreement shall be in effect for a period from July 1, 1970 to and including June 5, 1972 (the day following June commencement at the University in the 1971-1972 academic year) and shall remain in effect from year to year thereafter, unless either party shall give to the other a written notice of intention to terminate or modify this Agreement. Such notice shall be given at least sixty (60) days prior to June 5, 1972, or sixty (60) days prior to the end of any yearly extension period. Whenever such notice is given by either party of proposed change, the nature of any proposed change desired must be stated in the notice and the parties will promptly enter into negotiations therefor.

§16.2 In the event either party terminates this Agreement as above provided, prior to June 5, 1972, this Agreement shall be deemed to exclude the 1972 Summer Sessions even though such Summer Sessions may, in fact, commence prior to June 5, 1972.

IN WITNESS WHEREOF, we have executed this Agreement as of the day and year first above written.

ST. JOHN'S UNIVERSITY, NEW YORK

By JOSEPH T. CAHILL, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By FREDERICK E. HUEPPE
Frederick E. Hueppe, President,
St. John's Chapter of the American Association of University Professors

By VINCENT C. ZAMOYTA
Vincent C. Zamoyta, President,
Faculty Association at St. John's University

Appendix A

NEW YORK STATE
LABOR RELATIONS BOARD

In the Matter of	:	
ST. JOHN'S UNIVERSITY, NEW YORK	:	
—and—	:	DECISION No. 12630
FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY	:	CASE NOS. SE 43696 SE 43727
—and—	:	
ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS	:	

ORDER

AND

CERTIFICATION OF REPRESENTATIVES

Upon the following papers herein:

	Dates
Petition filed by Faculty Association at St. John's University (Case No. SE 43696)	December 22, 1969
Petition filed by St. John's Chapter of the American Association of University Professors (Case No. SE 43727)	January 12, 1970
Agreement for Consent Election	February 6, 1970
Report Upon Secret Ballot	February 27, 1970
Report Upon Secret Ballot (Run-off)	March 24, 1970
Notice of Hearing to determine the validity of certain challenges	April 10, 1970

AND, the Petitioners in Case No. SE-43696 and Case No. SE-43727 having jointly moved in writing filed April 20, 1970 for an Order treating their petitions as a joint petition and certifying them

as the bargaining representative of the employees in the appropriate bargaining unit as set forth in the Agreement for Consent Election and the Notices of Election;

AND, the Employer having consented to the granting of the motion,

NOW, THEREFORE, by virtue of and pursuant to the power vested in the New York State Labor Relations Board by the New York State Labor Relations Act, it is hereby

ORDERED, that the Motion submitted by the Petitioners be, and the same hereby is, granted; and it is further

ORDERED, that the Notice of Hearing to determine the validity of the challenges directed to 23 of the ballots cast at the run-off election, heretofore adjourned sine die, be, and the same is, withdrawn; and it is hereby

CERTIFIED, that Faculty Association at St. John's University and St. John's Chapter of the American Association of University Professors have been jointly selected by a majority of the employees casting valid ballots in the run-off election, and that both Unions jointly are the exclusive representative for the purposes of collective bargaining of all full time and regular part time members of the faculty, including but not limited to professional librarians, lecturers, instructors, assistant professors, associate professors, professors, laboratory instructors and research associates (excluding officers such as the President, Assistants to the President, Vice-Presidents, Deans, Associate Deans, Assistant Deans, such directors and coordinators whose primary function is concerned with administration such as the Registrar, Assistant Registrars, Assistants to the Deans, graduate students who may teach as part of their learning program, coaches and other Athletic Department members, the Law School Faculty and all other job classifications) employed by St. John's University, New York, at its campuses located at Jamaica, Queens, and Brooklyn, New York.

Dated: New York, N.Y.
April 22, 1970

JAY KRAMER
Chairman

MARTIN GREENE
Member

_____
Member

Appendix B

The term "Administration" refers to the Board of Trustees of the University and those administrative officers as defined in Section 5.1 of the Statutes.

The term "Department" and "Division" shall be synonymous and shall refer to the various units of educational instruction which comprise the schools and colleges of the University.

The term "Chief Academic Officer" refers to the administrative officer who is the principal educational advisor to the President. He is responsible for the development, implementation and administration of the academic affairs of the University. The Chief Academic Officer presently has the title of Vice President and Provost.

The term "Adjunct Faculty Member" shall be synonymous with the term "Regular Part-Time Faculty Member" referred to in the certification of the collective bargaining representative by the New York State Labor Relations Board and shall refer to those persons who are appointed to a part-time faculty rank and are engaged by the University to devote their time and efforts, less than primarily and principally, to work of instruction or research at the University. Neither the term "Adjunct Faculty Member" nor the term "Regular Part-Time Faculty Member" includes persons teaching only during the summer sessions at the University.

Wherever the term "Departmental Chairman" appears in this Agreement, it shall apply to "Divisional Chairman."

References to any person, group, committee, department, etc., shall be construed in the plural or the singular, and in the masculine, feminine or neuter, as the context and circumstances may require.